does not indorse a promissory note, he may, in the absence of any agreement, treat irregular indorses as joint promisors, or as guarantors, or as indorsers at his election.

This case emphasizes a divergent view on a point about which the decisions are inharmonious. The most widely prevailing view is that, under the conditions set forth, an irregular indorser is presumptively either a joint maker, *Union Bank v. Willis*, 8 Metc. (Mass.) 504; *Hamilton v. Johnston*, 82 Ill. 39, or a guarantor, *Riggs v. Waldo*, 2 Cal. 485; *Harding v. Waters*, 74 Tenn. 324. Some jurisdictions, however, hold that where the indorsement was made to give the maker credit with the payee the irregular indorser is liable as first indorser. *Moore v. Cross*, 19 N. Y. 227; *Blakeslee v. Hewett*, 76 Wis. 341. While other courts make the distinction that an irregular indorser before delivery is a joint maker, an irregular indorser after delivery a guarantor. *Thomas v. Jennings*, 13 Miss. 627; *Powell v. Thomas*, 7 Mo. 440.

CARRIERS—ACTION FOR INJURY TO PASSENGERS—NEGLIGENCE A MATTER OF LAW—PITTSBURGH RY. CO. v. BLOOMER, 146 FED. 720 (PA.)—*Held*, where a motorman started a street car forward without any signal from the conductor, and a passenger alighting therefrom was injured, there being no conflict of evidence on this point, the trial judge is justified in charging the jury as a matter of law that the defendants were negligent.

It sometimes happens, when the facts are not ambiguous and there is no room for two honest and reasonable men to arrive at different conclusions, that negligence becomes a question of law for the judges to decide. *Ry. Co. v. Van Steinburg*, 17 Mich. 99; *Ry. Co. v. Stout*, 17 Wall. 657. But there is no general rule, the application of which will determine in every case, with certainty, whether the inference as to negligence, to be drawn from ascertained facts, is one of fact or of law. *Farrell v. Waterbury Horse Ry. Co.*, 60 Ct. 239. The mere finding of all the facts by the court does not make negligence a question of law, for such a course would speedily put an end to all jury trials. *Williams v. Clinton*, 28 Ct. 264; *Fiske v. Bleaching Co.*, 57 Ct. 119. Nor is it true that when the court finds facts undisputed, the question of negligence is necessarily one of law. *Ry. Co. v. Van Steinburg*, 17 Mich. 99; *Warton on Neg.* Sec. 420. But where there has been a clear breach of legal duty and special findings of fact are made by the court, it may hold negligence to be a conclusion of law. *Nolan v. Ry. Co.* 53 Ct. 461; *Beardsley v. Hartfort*, 50 Ct. 529. This is a much more simple question when the measure of duty is precisely defined by law. Then a failure to attain that standard is negligence in law. *Beach on Contrib. Neg.*, Sec. 163.

CARRIERS—DISCRIMINATION—CONSTITUTIONAL LAW—DEPRIVATION OF PROPERTY—LOUISVILLE & N. R. CO. v. CENTRAL STOCKYARDS CO., 97 S. W. 778. (KEN.), Const. Sec. 213 requires all railroads to transfer, deliver and switch empty or loaded cars coming to or going from any railroad with equal promptness and dispatch, and without discrimination, and to deliver, transfer, and transport all freight from and to any point where there is a physical connection between the tracks of such carrier and those of a connecting carrier. *Held*, that the performance of the duties imposed by such section did not deprive the carrier of his property without due process of law, though the performance thereof put the carrier to an increased expense and necessitated its parting